

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 3/8/2012

Action Requested By:  
Clerk Treasurer

Agenda Item Type  
Resolution

Subject Matter:

Agreement between the City of Huntsville and Berney Office Solutions for copier rental program for Sharp Mx-M 511N and Sharp Mx-M 950.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Berney Office Solutions.

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

36 month Copier Rental Program agreement for Sharp Copier equipment in Print Shop

Associated Cost: 30,105.36

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Charles E. Haywood

Date: 2/28/12

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Clerk Treasurer

Council Meeting Date: 3/8/2012

Department Contact: Belinda Sons

Phone # 256-427-5090

Contract or Agreement: Agreement

Document Name: Berney Office Solutions

City Obligation Amount: \$30,105.36

Total Project Budget: n/a

Uncommitted Account Balance: n/a

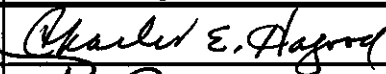



Account Number: 01-5500-0404-7401

## Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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## Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		<u>2/28/12</u>
2) Legal		<u>3-1-12</u>
3) Finance 		<u>3/5</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

**RESOLUTION NO. 12-\_\_\_\_\_**

**WHEREAS**, the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor is hereby authorized to enter into an Agreement by and between the City of Huntsville and Berney Office Solutions on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Berney Office Solutions," consisting of six (6) pages plus ten (10) additional pages consisting of E-Verify and the date of March 8, 2012, appearing in the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 8th day of March, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 8th day of March, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

# BERNEY

## OFFICE SOLUTIONS

Copier Rental Program

APPLICATION NO.

CONTRACT NO.

Office Locations in: Montgomery • Birmingham • Huntsville • Auburn • Scottsboro • Mobile • Columbus, GA

The words **you** and **your** refer to the customer. The words **Owner, we, us** and **our** refer to **Berney Office Solutions**. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

### CUSTOMER INFORMATION

FULL LEGAL NAME

City of Huntsville

STREET ADDRESS

308 Fountain Circle

CITY

STATE

ZIP

PHONE

FAX

Huntsville

AL

35801

256-427-5253

BILLING NAME (IF DIFFERENT FROM ABOVE)

City of Huntsville

BILLING STREET ADDRESS

PO Box 308

CITY

STATE

ZIP

E-MAIL

Huntsville

AL

35804

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

308 Fountain Circle Huntsville, AL 35801 Attn: Jimmy Bunn

### MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Sharp Mx-M 5111N

Sharp Mx-M 950

### TERM AND PAYMENT SCHEDULE

36

Payments of \$

836.26

(Plus Applicable Taxes)

Rental Payment Period is Monthly Unless Otherwise Indicated.

Security Deposit

\$

(Plus Applicable Taxes)

Payment includes \_\_\_\_\_ B&W copies per month

Overages billed monthly at \$ \_\_\_\_\_ per B&W copy

Payment includes \_\_\_\_\_ Color copies per month

Overages billed monthly at \$ \_\_\_\_\_ per Color copy

\_\_\_\_\_ by initialing here, you agree that service and supplies are not included in this Agreement.

**THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

### OWNER ACCEPTANCE

Berney Office Solutions

DATED

OWNER

SIGNATURE

TITLE

### CUSTOMER ACCEPTANCE

You certify that all conditions and terms of this Agreement including the terms on the reverse side have been reviewed and agreed to. The Agreement shall commence on the day that the Equipment is delivered to you and the Agreement shall be irrevocable and non cancelable in all respects thereafter. You understand and agree that we will purchase the Equipment from Supplier in reliance on your acceptance and you may contact the Supplier for warranty rights. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

City of Huntsville

DATED

CUSTOMER

SIGNATURE

Mayor

TITLE

Tommy Battle

FEDERAL TAX I.D. #

PRINT NAME

### CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

SIGNATURE

DATED

Page 1 of 2

President of the City Council

Date: March 8, 2012

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive month to month terms unless you send us written notice you do not want it renewed at least thirty (30) and ninety (90) days before the end of any term of your intent to purchase or return the equipment AND complete the purchase or return within 30 days of the end of term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.
3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner and developer. Paper and staples must be separately purchased by you.
4. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
5. **INDEMNITY & WARRANTY DISCLAIMER:** If we sell, assigned or transfer this agreement you understand that the new owner of the agreement has rights, title and interest in and to (a) the equipment covered by the Agreement and (b) Berney Office Solutions' rights as Owner under the Agreement, including the right to receive equipment payments there under. None of Berney Office Solutions' obligations under the Agreement are assumed by the new owner however, Berney Office Solutions remains obligated under the terms of the agreement. You agree that if we sell, assigned or transfer this agreement the new owner is not responsible for any injuries caused by, including but not limited to, Berney Office Solutions (or its agents) or you during installation, the use of the equipment, or any other injuries or loss caused by the equipment. **IT IS FURTHER UNDERSTOOD THAT THE NEW OWNER MAKES NO WARRANTY EXPRESSED OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT AND DISCLAIM ANY RELIANCE UPON STATEMENTS MADE OR REPRESENTED TO US.**
6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it.
7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
8. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**
9. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.
11. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement and require that you pay (1) the accelerated unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. You agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us relating to any claim arising under this Agreement including, but not limited to, or referral for collection. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive your rights under Article 2A (508-522) of the UCC.
12. **UCC FILINGS:** You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner in relation to such matters. You waive trial by jury in any action between us.
14. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month.
15. **UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.**

#### FOR STATE, COUNTY AND MUNICIPALITIES ONLY

- 16-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
- (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and
- (3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.
- (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.
- 16-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for your further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 16-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:
1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.
- Then, provided that (a) you have given Owner written notice of this occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to you.

City of Huntsville		<b>X</b>	
DATE	CUSTOMER	SIGNATURE	TITLE
22770 - 11/25/2009			Mayor

# BERNEY

## OFFICE SOLUTIONS

306 Wynn Drive, Huntsville, AL 35805

(256) 883-8700 \* 1-800-633-7240

Fax: (256) 880-8800

### SALES ORDER

FED I.D. NO 63-0668814

MAIL CORRESPONDENCE TO:

P.O. Box 2128

Montgomery, AL 36121-0699

Sales Order # \_\_\_\_\_

Date \_\_\_\_\_

P.O. # \_\_\_\_\_

MR# \_\_\_\_\_

CONTACT Jimmy Bunn

E-MAIL jimmy.bunn@hsvcity.com

BILL TO

City Of Huntsville

Po Box 308

Huntsville, AL 35804

SHIP TO

308 Fountain Circle

Huntsville, AL 35801

TELEPHONE NO. 256/427-5253

FAX NO. \_\_\_\_\_

TELEPHONE NO. 256/427-5253

FAX NO. \_\_\_\_\_

TAX EXEMPT NO. \_\_\_\_\_

TERMS NET UPON RECEIPT OF INVOICE

QTY ORD	STOCK NO.	SERIAL NO./DESCRIPTION	UNIT PRICE	TOTAL
1	Sharp Mx-M 950			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

#### BERNEY OFFICE SOLUTIONS GUARANTEED MAINTENANCE PROGRAMS

BILLED

Beginning Meter Reading: (B/W) \_\_\_\_\_ (Color) \_\_\_\_\_ **M Q Y**

Beginning Date \_\_\_\_\_

B/W Base rate of \_\_\_\_\_ includes \_\_\_\_\_ development.

All developments over base allowance will be billed at 0.0028 per development.

#### COLOR

Color base rate of \_\_\_\_\_ includes \_\_\_\_\_ development.

All developments over base allowance will be billed at \_\_\_\_\_ per development.

ORDER TOTAL \$ -

TAX \_\_\_\_\_

FREIGHT/

INSTALLATION \_\_\_\_\_

GUARANTEED

MAINTENANCE \_\_\_\_\_

LESS DEPOSIT \_\_\_\_\_

NET DUE \$ -

#### Print Management Program (see attached Schedule A for a list of printers under contract)

Cost Per Copy B/W \_\_\_\_\_ Cost Per Copy Color \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Minimum Term: ☐ 36 Months ☐ 48 Months ☐ 60 Months ☐ Other

Copiers include all consumables except paper & staples. Equipment other than copiers exclude all consumables such as drums, developer, toner, paper and staples. If toner is included, the consumption shall be within 10% of the manufacturer's estimated yields. A charge for toner consumption exceeding 10% of the manufacturer's recommended yields will be based on the current market price.

I accept the Berney Office Solutions Guaranteed Maintenance Program

Initials

I decline the Berney Office Solutions Guaranteed Maintenance Program

Initials

All required service for network support of connected equipment will be at a per-call rate of \$120.00 per hour with a minimum of one hour.

The minimum for either of these agreements is 12 months. See additional terms and conditions on the reverse side of this form.

#### Trade-in Hard Drive Displacement

☐ Remove Hard Drive (\$399.00) ☐ Overwrite Hard Drive (\$349.00) ☐ No Action

MANAGERS APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

PURCHASER  \_\_\_\_\_

DATE \_\_\_\_\_

MERCHANDISE RECEIVED BY \_\_\_\_\_

DATE \_\_\_\_\_

IMPORTANT: Terms and conditions set forth on the reverse side of this form are an integral part of this agreement.

## TERMS AND CONDITIONS

Purchaser hereby agrees to the following terms and conditions.

1. This order shall become binding once approved and accepted by Seller at its home office.
2. This order may not be cancelled or altered after acceptance without Seller's consent.
3. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitations, strikes, non-delivery or delays by shippers, carriers, or others accidents or government acts.
4. Seller shall not be liable for any special, indirect or consequential damages nor shall Seller be liable in any event for more than the Seller's invoice price of any equipment or supplies. Each shipment under this order is to be considered an individual transaction.
5. This is a binding agreement, and not a sale on approval or trial basis. Provisions of this agreement, once accepted by Seller, constitute the entire agreement between purchaser and Seller and supersedes all other written or oral communications between the parties. The Seller is specifically not bound by any oral or written representation made by its employees or salesmen to buyer which do not appear herein in writing.
6. All rights, title or interest to the equipment or supplies described herein shall remain the property of Berney Office Solutions (or it's Leasing Agent) until paid in full.
7. All invoices are due and payable on the date of invoice and buyer agrees to pay interest at a rate of 1 1/2% per month on any amounts not paid within 10 days of invoice date.
8. Buyer shall pay all of Berney Office Solutions costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit is brought.
9. By signing this document customer authorizes Berney Office Solutions, its affiliates or agents to pull your credit history.
10. Berney Office Solutions shall have the right to impose a fuel surcharge when necessary.
11. Print Management; Berney Office Solutions will collect meter reads on the contracted printers 30 days from date of this contract, and 1<sup>st</sup> invoice will then be generated. These printers will then be invoiced every 30 days for the term of the contract unless agreed upon by both parties.

## EXTENDED WARRANTY AGREEMENT

1. Buyer shall have the right to renew this Extended Warranty Agreement for four successive periods of one year from the original date of installation or to terminate same without penalty on the anniversary date hereof. Berney Office Solutions will invoice buyer upon renewal and buyer has 10 days from date of invoice to review changes if any as to rates, coverage, terms and conditions of agreement and unless buyer cancels in writing then this agreement will be renewed for 12 month period on said terms. Therefore, Berney Office Solutions will extend this agreement for three additional successive one year periods.
2. Cancellation: In addition to the rights of termination contained in paragraph (1) Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph (3).
3. Liquidated Damages: In the event of buyers default or upon his election and the subsequent cancellation of this agreement Buyer promises to pay to Berney Office Solutions the following amounts as reasonable liquidated damages (and not as a penalty) for the breach hereof:
  - a. At any time during the agreement period if buyer elects to cancel the Extended Warranty Agreement, the remaining term of the contract is due upon cancellation.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remains uncured after seven days notice thereto, Berney Office Solutions may cancel this agreement, and charge Buyer according to the formula contained in paragraph 3 above.
5. Buyer agrees not to relocate the equipment subject to the Extended Warranty Agreement portion of this agreement outside of Berney Office Solutions servicing area and in the event of such relocation Buyer agrees that this agreement shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph (3)
6. Disclaimer: Berney Office Solutions expressly disclaims any duty as an insurer of the Equipment herein and Buyer shall pay for all costs of repair and parts of replacement of the equipment made necessary by an casualty, theft, or the negligent act of Buyer or Buyer's agents specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of Berney Office Solutions.
7. Retained Title to all supplies furnished hereunder, including consumable parts such as drum remains, with Berney Office Solutions until said supplies are consumed to the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights thereunder shall be valid as to Berney Office Solutions unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: In shop reconditioning or overhauling that required major disassembly. The replacement of trays, doors & covers caused by accident or misuse. The repairs necessitated by the use of toner not consistent with the model copier listed on reverse side.
11. If Berney Office Solutions does not receive the current month copy count, the current month Extended Warranty Agreement charges will be an average of the prior three months of Extended Warranty Agreement charges.
12. Buyer shall pay all of Berney Office Solutions costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought.

### BERNEY OFFICE SOLUTIONS SHALL:

1. Train customer personnel in the user of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on the reverse side of agreement, to be delivered at accepted intervals in quantities as usage history dictates as determined by Berney Office Solutions and additional deliveries as required.
4. Have the right to increase the Warranty Agreement rate at the beginning of each renewal term.
5. Furnish emergency service calls as reasonable during normal working hours (8:30 a.m. to 5 p.m., daily) excluding Saturdays and Sundays and holidays.

### BUYER SHALL:

1. Promptly notify Berney Office Solutions of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Berney Office Solutions access to clean, inspect or repair the Equipment any time during reasonable business hours.
4. Provide Berney Office Solutions true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 10 days of receipt.
7. If toner is included, the consumption shall be within 10% of the manufacturer's estimated yield. A charge for toner consumption exceeding 10% of the mfg. recommended yields will be based on the current market price.



306 Wynn Drive, Huntsville, AL 35805  
(256) 883-8700 \* 1-800-633-7240  
Fax: (256) 880-8800

**SALES ORDER**  
FED I.D. NO 63-0668814  
MAIL CORRESPONDENCE TO:  
P.O. Box 2128  
Montgomery, AL 36121-0699

Sales Order # \_\_\_\_\_  
Date \_\_\_\_\_  
P.O. # \_\_\_\_\_  
MR# \_\_\_\_\_

CONTACT Jimmy Bunn

E-MAIL jimmy.bunn@hsvcity.com

**BILL TO**  
City Of Huntsville  
Po Box 308  
Huntsville, AL 35804

**SHIP TO**  
308 Fountain Circle  
Huntsville, AL 35801

TELEPHONE NO. 256/427-5253  
FAX NO. \_\_\_\_\_

TELEPHONE NO. 256/427-5253  
FAX NO. \_\_\_\_\_

TAX EXEMPT NO. \_\_\_\_\_

TERMS NET UPON RECEIPT OF INVOICE

QTY ORD	STOCK NO.	SERIAL NO./DESCRIPTION	UNIT PRICE	TOTAL
1	Sharp Mx-M 5111N			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**BERNEY OFFICE SOLUTIONS GUARANTEED MAINTENANCE PROGRAMS**

Beginning Meter Reading: (B/W) \_\_\_\_\_ (Color) \_\_\_\_\_  
Beginning Date \_\_\_\_\_  
B/W Base rate of \_\_\_\_\_ includes \_\_\_\_\_ development.  
All developments over base allowance will be billed at 0.0059 per development.

**BILLED**

**M Q Y**

ORDER TOTAL \$ -

TAX \_\_\_\_\_

FREIGHT/  
INSTALLATION \_\_\_\_\_

GUARANTEED  
MAINTENANCE  
LESS DEPOSIT \_\_\_\_\_

**NET DUE \$ -**

**COLOR**

Color base rate of \_\_\_\_\_ includes \_\_\_\_\_ development.  
All developments over base allowance will be billed at 0.0450 per development.

**Print Management Program** (see attached Schedule A for a list of printers under contract)

Cost Per Copy B/W \_\_\_\_\_ Cost Per Copy Color \_\_\_\_\_

**Customer Signature:**

Minimum Term: ☐ 36 Months ☐ 48 Months ☐ 60 Months ☐ Other

Copiers include all consumables except paper & staples. Equipment other than copiers exclude all consumables such as drums, developer, toner, paper and staples. If toner is included, the consumption shall be within 10% of the manufacturer's estimated yields. A charge for toner consumption exceeding 10% of the manufacturer's recommended yields will be based on the current market price.

I accept the Berney Office Solutions Guaranteed Maintenance Program

Initials

I decline the Berney Office Solutions Guaranteed Maintenance Program

Initials

All required service for network support of connected equipment will be at a per-call rate of \$120.00 per hour with a minimum of one hour.

The minimum for either of these agreements is 12 months. See additional terms and conditions on the reverse side of this form.

**Trade-in Hard Drive Displacement**

☐ Remove Hard Drive (\$399.00) ☐ Overwrite Hard Drive (\$349.00) ☐ No Action

MANAGERS APPROVAL \_\_\_\_\_

DATE \_\_\_\_\_

PURCHASER  \_\_\_\_\_

DATE \_\_\_\_\_

MERCHANDISE RECEIVED BY \_\_\_\_\_

DATE \_\_\_\_\_

**IMPORTANT:** Terms and conditions set forth on the reverse side of this form are an integral part of this agreement.



## TERMS AND CONDITIONS

Purchaser hereby agrees to the following terms and conditions.

1. This order shall become binding once approved and accepted by Seller at its home office.
2. This order may not be cancelled or altered after acceptance without Seller's consent.
3. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitations, strikes, non-delivery or delays by shippers, carriers, or others accidents or government acts.
4. Seller shall not be liable for any special, indirect or consequential damages nor shall Seller be liable in any event for more than the Seller's invoice price of any equipment or supplies. Each shipment under this order is to be considered an individual transaction.
5. This is a binding agreement, and not a sale on approval or trial basis. Provisions of this agreement, once accepted by Seller, constitute the entire agreement between purchaser and Seller and supersedes all other written or oral communications between the parties. The Seller is specifically not bound by any oral or written representation made by its employees or salesmen to buyer which do not appear herein in writing.
6. All rights, title or interest to the equipment or supplies described herein shall remain the property of Berney Office Solutions (or it's Leasing Agent) until paid in full.
7. All invoices are due and payable on the date of invoice and buyer agrees to pay interest at a rate of 1 1/4% per month on any amounts not paid within 10 days of invoice date.
8. Buyer shall pay all of Berney Office Solutions costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit is brought.
9. By signing this document customer authorizes Berney Office Solutions, its affiliates or agents to pull your credit history.
10. Berney Office Solutions shall have the right to impose a fuel surcharge when necessary.
11. Print Management; Berney Office Solutions will collect meter reads on the contracted printers 30 days from date of this contract, and 1<sup>st</sup> invoice will then be generated. These printers will then be invoiced every 30 days for the term of the contract unless agreed upon by both parties.

## EXTENDED WARRANTY AGREEMENT

1. Buyer shall have the right to renew this Extended Warranty Agreement for four successive periods of one year from the original date of installation or to terminate same without penalty on the anniversary date hereof. Berney Office Solutions will invoice buyer upon renewal and buyer has 10 days from date of invoice to review changes if any as to rates, coverage, terms and conditions of agreement and unless buyer cancels in writing then this agreement will be renewed for 12 month period on said terms. Therefore, Berney Office Solutions will extend this agreement for three additional successive one year periods.
2. Cancellation: In addition to the rights of termination contained in paragraph (1) Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges as set forth in paragraph (3).
3. Liquidated Damages: In the event of buyers default or upon his election and the subsequent cancellation of this agreement Buyer promises to pay to Berney Office Solutions the following amounts as reasonable liquidated damages (and not as a penalty) for the breach hereof:
  - a. At any time during the agreement period if buyer elects to cancel the Extended Warranty Agreement, the remaining term of the contract is due upon cancellation.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remains uncured after seven days notice thereto, Berney Office Solutions may cancel this agreement, and charge Buyer according to the formula contained in paragraph 3 above.
5. Buyer agrees not to relocate the equipment subject to the Extended Warranty Agreement portion of this agreement outside of Berney Office Solutions servicing area and in the event of such relocation Buyer agrees that this agreement shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph (3)
6. Disclaimer: Berney Office Solutions expressly disclaims any duty as an insurer of the Equipment herein and Buyer shall pay for all costs of repair and parts of replacement of the equipment made necessary by an casualty, theft, or the negligent act of Buyer or Buyer's agents specifically including abuse or misuse of the equipment, and service conducted by personnel other than those of Berney Office Solutions.
7. Retained Title to all supplies furnished hereunder, including consumable parts such as drum remains, with Berney Office Solutions until said supplies are consumed to the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights thereunder shall be valid as to Berney Office Solutions unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: In shop reconditioning or overhauling that required major disassembly. The replacement of trays, doors & covers caused by accident or misuse. The repairs necessitated by the use of toner not consistent with the model copier listed on reverse side.
11. If Berney Office Solutions does not receive the current month copy count, the current month Extended Warranty Agreement charges will be an average of the prior three months of Extended Warranty Agreement charges.
12. Buyer shall pay all of Berney Office Solutions costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit be brought.

### BERNEY OFFICE SOLUTIONS SHALL:

1. Train customer personnel in the user of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, replace defective parts without additional charge to the customer.
3. Furnish all supplies included on the reverse side of agreement, to be delivered at accepted intervals in quantities as usage history dictates as determined by Berney Office Solutions and additional deliveries as required.
4. Have the right to increase the Warranty Agreement rate at the beginning of each renewal term.
5. Furnish emergency service calls as reasonable during normal working hours (8:30 a.m. to 5 p.m., daily) excluding Saturdays and Sundays and holidays.

### BUYER SHALL:

1. Promptly notify Berney Office Solutions of any problem or malfunction with the equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Berney Office Solutions access to clean, inspect or repair the Equipment any time during reasonable business hours.
4. Provide Berney Office Solutions true and accurate copy counter readings in any reasonable manner requested by them.
5. Provide suitable electrical service and maintain proper environmental requirements.
6. Pay all invoices within 10 days of receipt.
7. If toner is included, the consumption shall be within 10% of the manufacturer's estimated yield. A charge for toner consumption exceeding 10% of the mfg. recommended yields will be based on the current market price.

# CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as" if applicable): GLOBAL IMAGING SYSTEMS INC DBA
- City of Huntsville current taxpayer identification number (if available): 621 PERMUT OFFICE SOLUTIONS

(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>681-075</u> - <u>Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Ben Blankenship Title (if applicable): CFO

Type or legibly write name: Ben Blankenship Date: 2/24/12

## BIDDER INFORMATION & ACKNOWLEDGEMENTS

### BIDDER INFORMATION FORM

Bidder may print this form, complete and turn in with your bid response.

#### Business Organization

Name of Bidder (exactly as it would appear on an agreement):

GLOBAL IMAGING SYSTEMS INC

Doing-Business-As Name of Bidder:

BERNEY OFFICE SOLUTIONS

Principal Office Address:

10690 JOHN KNIGHT CLOSE

MONTGOMERY, AL 36117

Telephone Number:

334-271-4750

Fax Number:

334-277-4454

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

#### Corporation Statement

If a corporation, answer the following:

Date of incorporation:

MAY 1964

Location of incorporation:

DELAWARE

The corporation is held:

Publicly ☒ Privately ☐

Names and titles of corporate officers:

William N. Ferrell - President

Ben Blankenship - CEO

#### Partnership Statement



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### Business Entity Details

Berney Office Solutions, LLC	
Entity ID Number	681 - 075
Entity Type	Domestic Limited Liability Company
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	3-20-2002
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	
Capital Paid In	
Members	
Member Name	GLOBAL IMAGING SYSTEMS INC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Transactions	
Transaction Date	3-20-2002
Miscellaneous Filing Entry	FORMATION & CONVERSION EFFECTIVE 4/1/02
Transaction Date	3-28-2006
Legal Name Merged	Modern Business Machines, LLC
Transaction Date	3-28-2006
Miscellaneous Filing Entry	MRGR FILED THIS DATE EFFECTIVE APRIL 1, 2006
Transaction Date	3-8-2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	3-20-2002 Articles of Formation 3 pgs.
Document Date / Type / Pages	3-28-2006 Merger 3 pgs.
Document Date / Type / Pages	3-8-2010 Registered Agent Change 1 pg.

[New Search](#)

P.O. Box 5616  
Montgomery, AL 36103-5616

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Phone: (334) 242-7200  
 Fax: (334) 242-4993

# E-VERIFY AFFIDAVIT

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

## AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER/CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Montgomery

Before me, a notary public, personally appeared Teresa Hodge (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as H.B. Manager (state position) for Berney Office Solutions (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Teresa Hodge Signature of Affiant

Sworn to and subscribed before me this 24<sup>th</sup> day of February, 2012.  
I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Danora Lynn Wilcox Signature and Seal of Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 26, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**Form A-1**  
**(TO BE KEPT ON FILE AVAILABLE FOR CITY'S REVIEW)**

FORM FOR SECTION 9 (c) BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (c)

**AFFIDAVIT FOR SUBCONTRACTOR**

(To be completed as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity)

State of Alabama

County of Montgomery

Before me, a notary public, personally appeared Teresa Hodge (print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as H.B. Manager (state position) for Berney Office Solutions (state subcontractor name), said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project. (ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Teresa Hodge Signature of Affiant  
Sworn and subscribed before me this 24<sup>th</sup> day of February, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 26, 2015  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



Company ID Number: 378840

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Berney Office Solutions, LLC**

**Teresa Hodge**

Name (Please Type or Print)

Title

**Electronically Signed**

**12/14/2010**

Signature

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**12/14/2010**

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Berney Office Solutions, LLC**

Company Facility Address: **10690 John Knight Close**

**Montgomery, AL 36117**

Company Alternate  
Address:

**P. O. Box 210699**

**Montgomery, AL 36121-0699**

County or Parish:

**MONTGOMERY**

Employer Identification  
Number:

**630872797**

Company ID Number: 378840

North American Industry Classification Systems Code:	454
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none"><li>• ALABAMA 1 site(s)</li></ul>	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Teresa S Hodge		
Telephone Number:	(334) 271 - 4750 ext. 4027	Fax Number:	(334) 213 - 4605
E-mail Address:	thodge@berney.com		



If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is:

General \_\_\_\_ Limited \_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded?

Yes \_\_\_\_ No \_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR  
BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee; or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11

City Employee (X the correct answer)?

Yes

\_\_\_\_\_

No

\_\_\_\_\_✓

If Yes Department

\_\_\_\_\_

Member of Household City Employee?

Yes

\_\_\_\_\_

No

\_\_\_\_\_✓

If Yes, Name & Department

\_\_\_\_\_

Anyone associated with your  
Company a City Employee?

Yes

\_\_\_\_\_

NO

\_\_\_\_\_✓

If Yes, Name(s) & Departments

\_\_\_\_\_

**CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included and Forms A-1 and A-2.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

Legal Name of Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

Website Address \_\_\_\_\_

Terms \_\_\_\_\_